

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SURFACE MANAGEMENT SURETY BOND
FOR PLANS OF OPERATIONS AND/OR FOR NOTICES

Act of May 10, 1872, as amended (30 USC 22-54)
Act of October 21, 1976, as amended (43 USC 1732-35, 1744, 1782)
Act of September 13, 1982 (31 USC 9301 et seq.)
Act of October 18, 1986 (100 STAT 1783)
Act of October 30, 1986 (100 STAT 3341)
Act of September 27, 1988 (102 STAT 1776)

Plan of Operations - BLM Serial No.: NVN

or

Notice - BLM Serial No.: NVN

or

Statewide Bond: _____ or Nationwide Bond Coverage: _____
(If applicable, give name of state) (If applicable, write/type 'YES')

KNOW ALL BY THESE PRESENTS, THAT (name)

of (address) _____, as principal; and

_____, as surety;

are held firmly bound unto the United States of America in the sum of :

_____USDollars
(\$ _____), lawful money of the United States, which may be increased or decreased by a rider hereto executed in the same manner as this bond, for the payment of which sum the principal and surety bind themselves successors, and assigns, jointly and severally, by these presents.

The principal/surety shall apply this bond for the faithful performance of any and all of the conditions and stipulations as set forth in this bond, the notice(s) and/or plan(s) of operations as cited above, and the regulations at 43 CFR Subpart 3809 and 3802. In the case of any default in the performance of the conditions and stipulations of such undertaking, it is agreed that surety/principal shall apply the bond or any portion thereof, to the satisfaction of any damages, reclamation, assessments, penalties, or deficiencies arising by reason of such default.

BOND CONDITIONS

1. WHEREAS the principal has an interest in mining claim(s), millsite(s), or tunnel site(s) and/or responsibility for operations on the mining claim(s), millsite(s), tunnel site(s) or Public Lands under the Acts cited in this bond; and
2. WHEREAS the principal has filed a notice as cited above with the United States Department of the Interior and/or filed for approval a plan of operations as cited above from the United States Department of the Interior, which notice or plan of operations contains certain stipulations and conditions; and
3. WHEREAS the principal has promised to deliver to the United States a bond substantially in the form hereof upon the filing of the notice cited above with, and/or approval of the plan of operations cited above by, the United States Department of the Interior, Bureau of Land Management to secure his/her performance of the terms and conditions contained in said notice and/or plan of operations; and

4. WHEREAS the principal and surety agree that, with notice to the surety, the coverage of this bond, in addition to the present holdings of and/or authorization(s) granted to the principal, shall extend to and include:

- a. Any transfer(s) of operating rights under the notice(s) and/or plan(s) of operations hereafter entered into or acquired by the principal affecting mining claim(s), millsite(s), tunnel sites(s), or the Public Lands; and
- b. Any activity subsequent hereto of the principal as operator under a notice and/or plan of operations issued pursuant to the Acts cited in this bond;

Provided, that for Statewide and Nationwide bonds only, the surety may elect to terminate the additional coverage authorized under this paragraph. Such termination will become effective 30 days after the Bureau of Land Management receives notice of the election to terminate. After the termination becomes effective, the additional interests identified in this paragraph will not be covered by this bond; and

5. WHEREAS the principal and surety agree(s) that with notice to the surety this bond shall remain in full force and effect notwithstanding: Any assignment(s) of an undivided interest in any part or all of the mining claim(s), millsite(s), tunnel site(s), or Public Lands covered by the filed notice(s) and/or approved plan(s) of operations, in which event the assignee(s) shall be considered to be coprincipal(s) on this bond as fully and to the same extent as though his/her or their duly authenticated signatures appeared hereon; and

6. WHEREAS the principal/surety hereby waives any right to notice of, and agrees that this bond shall remain in full force and effect notwithstanding:

- a. Any transfer(s) in whole or in part, of any or all of the land covered by the plan of operations or the notice and further agrees to remain bound under this bond as to the interests in the plan of operations or notice retained by the principal; and
- b. Any modification of the notice(s) and/or plan(s) of operations or obligations thereunder as provided in paragraph 4 herein; and

7. WHEREAS the principal and surety hereby agree that notwithstanding the cancellation or relinquishment of any mining claim(s), millsite(s), or tunnel site(s) covered by the notice(s) and/or plan(s) of operations or, whether by operation of law or otherwise, the bond shall remain in full force and effect as to the terms and conditions of the notice(s) and/or plan(s) of operations and obligations covered by this bond; and

8. WHEREAS should the surety elect to cancel this bond, the surety agrees to give the principal and the Bureau of Land Management 90 days written notice by courier service or certified mail, return receipt requested, at their respective addresses as stated herein. The address of service for the Bureau of Land Management is Nevada State Office, P.O. Box 12000, (1340 Financial Boulevard) Reno, NV 89520-0006. The surety further agrees that in the event of such cancellation this bond shall remain in full force and effect as to all areas disturbed within the notice(s) and/or plan(s) of operations prior to the effective date of such cancellation, unless and until the principal shall file a substitute bond or other acceptable instrument to protect the interest of the Bureau of Land Management and such bond or instrument is accepted by the Bureau of Land Management. Post-cancellation obligations for all areas disturbed encompass further disturbances to previously disturbed areas within the operations which may occur after the effective date of cancellation. The surety, however, is not responsible for disturbances to new (previously undisturbed) areas occurring after the effective date of cancellation. The surety's liability shall continue to the penal sum of the bond irrespective of continued mining activities, after the effective date of cancellation, and shall not be affected by the timing of any default of the principal; and

9. WHEREAS the principal and surety agree that in the event of any default under the notice(s) and/or plan(s) of operations, the United States, through the Bureau of Land Management, may collect proceeds under the bond and may commence and prosecute any claim, suit, or other proceeding against the surety and principal, or either of them, without the necessity of joining the owner(s) of the mining claim(s), millsite(s), or tunnel site(s) covered by the notice(s) and/or plan(s) of operations; and

10. WHEREAS if the principal fails to comply with any provisions of the notice(s) and/or plan(s) of operations as covered by this bond, and the noncompliance continues for thirty (30) days after written notice thereof, such notice(s) and/or plan(s) of operations shall be subject to suspension or cancellation under Section 302(c) of the Federal Land Policy and Management Act, as amended [43 USC 1732(c)], and the principal shall also be subject to the applicable provisions and penalties of Sections 303 and 305 of the Federal Land Policy and Management Act of 1976, as amended (43 USC 1733 and 1735) and applicable regulations at 43 CFR 3809. This provision shall not be construed to prevent the exercise by the United States of any other legal and equitable remedy, including waiver of the default; and

11. WHEREAS, on the faith of foregoing promises, representations, and appointments and in consideration of this bond, the United States has received the notice(s) and/or approved the plan(s) of operations referenced herein.

12. NOW, THEREFORE, the condition of this obligation is that if said principal, his/her heirs, executors, administrators, successors, or assigns shall, in all respects, faithfully comply with all of the provisions of the notice(s) and/or plan(s) of operations, and any amendments thereto, and the rules and regulations contained in 43 CFR 3809 or 3802, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Executed this _____ day of _____ 200__.

Principal

By

Title

Business Address

Surety

Attorney-in-Fact

Business Address